BILLS AND NOTES — FORGED CHECKS — NEGLIGENCE OF DEPOSITOR. A depositor had a special employee whose duty it was to check up his bank statements but by whose neglect of duty another employee was enabled to make a series of forgeries before being detected. The forgeries would have been obvious on a simple checking of the account. *Held*, the bank is not liable for the payment of forged checks which could have been prevented by the depositor's use of due care. *California Vegetable Union* v. *Crocker National Bank*, 174 Pac. 920 (Cal.).

A payment by a bank of a forged check can not in general be charged to a depositor's account. *Morgan* v. *U. S. Mortgage & Trust Co.*, 208 N. Y. 218, 101 N. E. 871; *Shipman* v. *The Bank of the State of N. Y.* 126 N. Y. 318, 15 N. Y. S. 475. In England it is held that when a pass book is taken out of the bank by the customer or some clerk of his and returned without objection there is no settled account between the bank and customer by which both are bound. *The Kepitigalla Rubber Estates, Limited* v. *National Bank of India, Limited*, (1909), 2 K. B. 1010, 1027. But in the United States the great weight of authority requires some examination of the bank's statement. *Leather Manufacturer's Bank* v. *Morgan, supra; First National Bank* v. *Allen*, 100 Ala. 476, 14 So. 335; *Jordan Marsh Co.* v. *National Shawmut Bank*, 201 Mass. 397, 87 N. E. 740. Some courts hold that a depositor may by his course of conduct, negligence or laches create an estoppel which prevents recovery. *Denbigh* v. *First National Bank*, 174 Pac. 475 (Wash.). Others reach the same result on grounds of contractual obligation. *Morgan* v. *U. S. Mortgage & Trust Co., supra.* It is generally conceded, however, that the duty of the depositor does not extend the discovery of forged signatures. *Critten* v. *Chemical National Bank*, 171 N. Y. 219, 228, 63 N. E. 969; *Prudential Insurance Co.* v. *National Bank of Commerce*, 177 N. Y. App. 438, 164 N. Y. S. 269. It is, however, agreed that where a forgery is discovered by the depositor it becomes his duty to report it immediately. *Pratt* v. *Union National Bank*, 79 N. J. L. 117, 75 Atl. 313; *McNeely Co.* v. *Bank of North America, supra; Findley* v. *Corn Exch. National Bank*, 166 Atl. 57. Even where the clerk of the depositor has done the forging and cleverly concealed the same the depositor has been held liable for injury caused the bank. *Meyers* v. *Southwestern Bank*, 193 Pa. 1, 44 Atl. 280; 13 HARV. L. REV. 304. *A fortiori*, the American cases would hold the depositor liable for injury to the bank caused by lack of due care in checking the account. The effect of decisions like the principal one is to recognize the business sense of an implied contractual obligation on the part of the depositor.

CARRIERS — INJURIES TO PASSENGERS — EVIDENCE OF NEGLIGENCE. — The defendant's ship was anchored in Havana harbor, and the passengers were to go ashore in lifeboats on an excursion. A seaman offered his arm to the libellant to assist her in entering the boat. While she was relying on his aid, he took away his arm, and the libellant fell and was injured. *Held*, there was no evidence of negligence to go to the jury. *Goode* v. *Oceanic Steam Navigation Co.*, 251 Fed. 556, C. C. A., 2d Co.

As a general rule, a carrier owes no duty to give personal assistance to a passenger in entering or leaving the conveyance. *Hurt* v. *St. Louis, Iron Mountain & So. R.*, 94 Mo. 255, 7 S. W. 1. If there are unusual dangers or obstacles, however, the carrier must render assistance. *Alexandria Ry.* v. *Herndon*, 87 Va. 193. *Cf. New York, Chicago, & St. Louis Ry. Co.* v. *Doane*, 115 Ind. 435, 17 N. E. 913. The same is true if the carrier has accepted as a passenger one obviously infirm. *Southern Ry. Co.* v. *Mitchell*, 98 Tenn. 77, 40 S. W. 72. And while a carrier is not ordinarily liable for the failure of its servant to perform what under ordinary circumstances would be an act of courtesy on his part, it is liable if on account of exceptional circumstances it would also become a duty instead of a mere courtesy. *Weightman* v. *Louisville, New*